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**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

Anthony Willis,

Plaintiff,

v.

Greater Nevada Credit Union; Experian
Information Solutions, Inc.; Equifax
Information Services, LLC; and Trans Union
LLC,

Defendants.

Case No.: 2:21-cv-338

**COMPLAINT AND
DEMAND FOR JURY TRIAL**

1. FCRA, 15 USC §1681 *et seq.*

NOW COMES Plaintiff Anthony Willis, ("Plaintiff"), by counsel, alleging violations of the Fair Credit Reporting Act ("FCRA"), 15 U.S.C. § 1681 *et seq.* against Defendants Greater Nevada Credit Union ("GNCU"), Experian Information Solutions, Inc. ("Experian"), Equifax Information Services, LLC ("Equifax"), and Trans Union LLC ("Trans Union"):

INTRODUCTION

1. Plaintiff's Complaint alleges violations of the FCRA, 15 U.S.C. § 1681 *et seq.*, against Defendants Experian, Equifax, and Trans Union, each a consumer reporting agency, for reporting inaccurate information on Plaintiff's credit report.

1 2. Plaintiff's Complaint also alleges violations of the FCRA,
2 against Defendant GNCU or failing to conduct a reasonable reinvestigation after receiving notice
3 of Plaintiff's dispute from Defendants Experian, Equifax, and Trans Union.

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5 **JURISDICTION AND VENUE**

6 3. The District Court has federal question jurisdiction over these claims pursuant to
7 28 U.S.C. § 1331; 15 U.S.C. § 1681.

8 4. Venue in this District is proper pursuant to 28 U.S.C. § 1391(b)(2) in that a
9 substantial part of the events or omissions giving rise to the claim occurred in this district.

10 5. Defendants transact business here; as such, personal jurisdiction is established.

11 **PARTIES**

12 6. Plaintiff incorporates herein by reference all of the above paragraphs of this
13 Complaint as though fully set forth at length herein.

14 7. Plaintiff is a natural person who resides in the city of Ely in White Pine County
15 Nevada.

16 8. Plaintiff is a "consumer" as defined by the FCRA, 15 U.S.C. §1681a(c).

17 9. Defendant GNCU is a financial institution engaged in the business of giving
18 credit and collecting debt. GNCU is also a *furnisher*, as defined in 15 U.S.C. § 1681s-2. Upon
19 information and belief, GNCU is regularly engaged in the business of furnishing credit
20 information to the credit reporting agencies. GNCU is headquartered at 451 Eagle Station Lane,
21 Carson City, NV 89701-6494, and can be served at its registered agent, FENNEMORE CRAIG,
22 P.C., 7800 Rancharra Parkway, Reno, NV 89511.

23 10. Defendant Experian is a *credit reporting agency*, as defined in 15 U.S.C. §
24 1681a(f)). Upon information and belief, Experian is regularly engaged in the business of
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1 assembling, evaluating, and disbursing information concerning consumers for the purpose of
2 furnishing *consumer reports*, as defined in 15 USC 1681a(d), to third parties. Experian's
3 principal place of business, which Experian can also be served at, is 475 Anton Boulevard, Costa
4 Mesa, CA 92626.

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6 11. Defendant Equifax is a *credit reporting agency*, as defined in 15 U.S.C. §
7 1681a(f). Upon information and belief, Defendant is regularly engaged in the business of
8 assembling, evaluating, and disbursing information concerning consumers for the purpose of
9 furnishing *consumer reports*, as defined in 15 U.S.C. § 1681a(d), to third parties. Equifax's
10 principal place of business is located at 1550 Peachtree Street NW, Atlanta, GA, 30309, and
11 Equifax can be served at its registered agent, CORPORATION SERVICE COMPANY, 40
12 Technology Pkwy South, Norcross, GA 30092.

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14 12. Defendant Trans Union is a *credit reporting agency*, as defined in 15 U.S.C. §
15 1681a(f)). On information and belief, Trans Union is regularly engaged in the business of
16 assembling, evaluating, and disbursing information concerning consumers for the purpose of
17 furnishing *consumer reports*, as defined in 15 USC 1681a(d), to third parties. Trans Union's
18 principal place of business is located at 555 West Adams Street, Chicago, IL 60661. Trans Union
19 can be served at its registered agent, PRENTICE HALL CORPORATION, 801 Adlai
20 Stevenson Drive, Springfield, IL 62703.

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22 13. During all time pertinent to this Complaint, Defendants were authorized to
23 conduct business in the State of Nevada and conducted business in Nevada on a routine and
24 systematic basis.

1 cards, to rent an apartment, to open a deposit account, or for other services) or “soft inquiry”
2 (i.e., user-initiated inquiries like prescreening).

3 20. Defendants Experian, Equifax, and Trans Union gain access to consumer
4 information from various sources, including furnishers who provide consumer information to
5 Defendants, and information Defendants independently source themselves or through third party
6 providers/vendors or repositories, including computerized reporting services like PACER.

7
8 21. The information reported by Defendants Experian, Equifax, and Trans Union
9 contributes to consumer creditworthiness, including their FICO Scores, which are calculated
10 using information contained in Defendants’ consumer credit reports.

11 22. The vast majority of financial services lenders (e.g., banks, creditors, lender) rely
12 upon credit reports, FICO Scores and other proprietary third-party algorithms – “scoring” models
13 – to interpret the information in a credit report.

14
15 23. These algorithms use variables or “attributes” derived from the credit report to
16 calculate a “credit score,” which ultimately determines consumer creditworthiness.

17 24. FICO Scores factor the following: Payment history (35%); Amount of debt
18 (30%); Length of credit history (15%); New credit (10%); and Credit mix (10%).

19 25. Payment history refers to whether a consumer has paid his or her bills in the past,
20 and whether these payments have been timely, late or missed.

21
22 26. The more severe, recent, and frequent late payments are, the greater the harm to
23 the FICO Score.

24 27. In factoring the severity of delinquent payments, a FICO Score considers how late
25 the payment continues to be, how much is owed, how recently this occurred, and how many
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1 delinquent accounts exist. However, once a delinquent account has been remedied, the longer the
2 account stays current the more a consumer's FICO Score should increase.

3 28. Defendants Experian, Equifax, and Trans Union obtained and reported Plaintiff's
4 consumer bankruptcy information in both the Public Records section of his consumer credit
5 report, as well as individual account tradelines.
6

7 29. Defendants Experian, Equifax, and Trans Union had notice of Plaintiff's
8 bankruptcy through their independent collection of consumer information as well as from
9 information provided to Defendants by tradeline furnishers. Defendants reported Plaintiff's
10 bankruptcy filing and/or discharge in the public record section of their credit reports, as well as
11 individual account tradelines.
12

13 30. Defendants Experian, Equifax, and Trans Union are well aware that the effect of a
14 discharge Order in a Chapter 7 Bankruptcy is to discharge all statutorily dischargeable debts
15 other than those that have been reaffirmed in a reaffirmation agreement or successfully
16 challenged in an adversary proceeding.

17 31. Defendants Experian, Equifax, and Trans Union are also aware of the effect of a
18 reaffirmation of debt, which excludes the debt from the bankruptcy discharge.
19

20 32. Information regarding whether a debt has been reaffirmed or successfully
21 challenged through an adversary proceeding is retrievable from the same sources Defendants
22 obtain the bankruptcy case information, as well as from information provided to Defendants
23 from furnishers of account/tradeline information.

24 33. Rather than following reasonable procedures to assure maximum possible
25 accuracy, Defendants report inaccurate information regarding consumers who file bankruptcy
26 even if that information ignores or contradicts information already known by Defendants,
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1 information provided by furnishers of account/tradeline information, and/or information
2 contained in public court records that Defendants have obtained through its independent efforts,
3 or could easily obtain through reasonably available public records.

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5 34. Defendants are on continued notice of their inadequate post-bankruptcy reporting
6 procedures, including pertaining to account and payment statuses, and reaffirmations through the
7 thousands of lawsuits and FTC and Consumer Financial Protection Bureau complaints filed
8 against it for its inaccurate reporting following a consumer bankruptcy.

9 35. In or around March 2016, Plaintiff acquired a loan from GNCU (the "Account"),
10 in order to purchase a motorcycle (the "Motorcycle").

11 36. The Account was secured by the Motorcycle.

12 37. Plaintiff filed for Chapter 7 Bankruptcy on or about November 22, 2019, in the
13 United States Bankruptcy Court for the District of Nevada, case no. 19-51370-btb.

14 38. On or about February 26, 2020, Plaintiff reaffirmed his obligations under
15 the Account, whereby Plaintiff remained personally liable/responsible for continued payment
16 on the Account. The Account was therefore not included in Plaintiff's bankruptcy discharge.

17 39. There were no objections during Plaintiff's Chapter 7 Bankruptcy, or proceedings
18 to declare any debt "non-dischargeable" pursuant to 11 U.S.C. § 523 *et seq.*

19 40. Accordingly, Plaintiff received an Order of Discharge, discharging his personal
20 liability for all dischargeable debts on March 10, 2020.

21 41. Upon information and belief, following Plaintiff's Chapter 7 Bankruptcy,
22 Defendants Experian and Trans Union prepared one or more credit reports concerning Plaintiff.
23 Defendants reported Plaintiff's Chapter 7 Bankruptcy case information, including the
24 case/reference number, court, filing date, and discharge date.
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1 42. Upon information and belief, following Plaintiff's Chapter 7 Bankruptcy,
2 Defendant Equifax prepared one or more credit reports concerning Plaintiff. Defendant reported
3 Plaintiff's Chapter 7 Bankruptcy case information, including the reference number, court and
4 filing date. Defendant Equifax did not report the discharge date.
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6 43. Defendants Equifax, Experian, and Trans Union also reported Plaintiff's credit
7 history, including names of credit accounts, account numbers, account types, responsibility for
8 the account (i.e., individual or joint accounts), the date the accounts were opened, status, and the
9 date of the last status update.

10 44. Plaintiff filed for bankruptcy and reaffirmed the Account to rebuild and improve
11 his credit.

12 45. After Plaintiff's bankruptcy was discharged, he paid off the Account in full.

13 46. Sometime after Plaintiff's bankruptcy discharge, Plaintiff obtained his Experian,
14 Equifax, and Trans Union consumer credit reports to ensure that his credit account tradelines and
15 bankruptcy were being reported accurately.
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17 47. Plaintiff learned Experian, Equifax, and Trans Union were inaccurately reporting
18 Plaintiff's reaffirmed Account as having been included in Plaintiff's bankruptcy, and subject to
19 bankruptcy coding that conveys to creditors/lenders that the account was discharged or non-
20 current/non-paid even though Plaintiff continued to make ongoing payments on the Account.
21

22 48. Experian was inaccurately reporting the Account (account no. 88441XXXX) as
23 "Discharged through Bankruptcy Chapter 7" and updated in November 2019.

24 49. Equifax was inaccurately reporting the Account (account no. XXXXX7992) as
25 "INCLUDED_IN_BANKRUPTCY" and with "Bankruptcy chapter 7" and "Bankruptcy
26 discharged" in the "Comments" section.
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1 50. Trans Union was inaccurately reporting the Account (account no. 88441****) as
2 “Included in Bankruptcy” and with “CHAPTER 7 BANKRUPTCY” in the “Remarks” section.

3 51. Before filing for bankruptcy, Plaintiff never missed a payment on the Account.
4 Plaintiff continued to make timely payments on the Account after the discharge and paid off the
5 Account in full.
6

7 52. Plaintiff reaffirmed the Account during bankruptcy, remaining personally liable
8 for the obligation, and the Account (debt) was indisputably not discharged. Plaintiff did this to
9 maintain some of his credit history and to rebuild/re-establish credit.

10 53. However, when Plaintiff pulled his credit reports, Plaintiff discovered that
11 Defendants Experian, Equifax, and Trans Union were not reporting the Account’s positive
12 payment history despite reaffirmation of the debt.
13

14 54. Defendants Equifax, Experian, and Trans Union’s reporting were therefore
15 patently false and materially misleading, as the Account was reaffirmed and not discharged by
16 Plaintiff’s bankruptcy and Plaintiff continued to make timely payments on the Account, and in
17 fact paid off the Account in full. As reported, Defendants fail to report the correct payment
18 history and ongoing payments, and/or report false payment statuses that indicate that the Account
19 was included in and/or discharged in bankruptcy, instead of its true status of reaffirmed.
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21 55. Plaintiff’s payment history on the Account is important to Plaintiff’s efforts to
22 reestablish his credit and maintain his previous positive credit history.

23 56. On or about November 25, 2020, Plaintiff sent letters to Experian, Equifax, and
24 Trans Union disputing their inaccurate reporting of the Account.

25 57. The letters specifically advised that Plaintiff reaffirmed the Account in his
26 bankruptcy and that he had paid off the Account in full.
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1 58. Plaintiff's dispute letter to Experian was delivered on November 30, 2020.

2 59. Plaintiff's dispute letter to Equifax was delivered on November 30, 2020.

3 60. Plaintiff's dispute letter to Trans Union was delivered on December 02, 2020.

4 61. On or about December 3, 2020, Trans Union responded to Plaintiff's dispute
5 letter. Trans Union's response indicated that it had completed an investigation and updated the
6 tradeline, but that it would continue to report the Account as "Account Included in Bankruptcy"
7 with "CHAPTER 7 BANKRUPTCY" in the "Remarks" section.
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9 62. Upon information and belief, Trans Union did not investigate Plaintiff's dispute
10 and merely forwarded an automated dispute form to GNCU. Rather than perform an
11 investigation based on Plaintiff's dispute, reasonably available public records, and information
12 known by Trans Union through Plaintiff's reported payment history regarding on the Account,
13 Trans Union merely parroted information furnished by GNCU despite awareness that the
14 information was factually inaccurate and conflicted with information known by Trans Union.
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16 63. On or about December 5, 2020, Equifax responded to Plaintiff's dispute letter.
17 Equifax's response indicated that it had completed an investigation and updated the tradeline, but
18 it would continue to report the Account as "Account Included in Bankruptcy" with "Bankruptcy
19 Chapter 7" and "Bankruptcy Discharged" in the "Remarks" section.
20

21 64. Upon information and belief, Equifax did not investigate Plaintiff's dispute and
22 merely forwarded an automated dispute form to GNCU. Rather than perform an investigation
23 based on Plaintiff's dispute, reasonably available public records, and information known by
24 Equifax through Plaintiff's reported payment history regarding on the Account, Equifax merely
25 parroted information furnished by GNCU despite awareness that the information was factually
26 inaccurate and conflicted with information known by Equifax.
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1 65. Upon information and belief, Experian never responded to Plaintiff's dispute
2 letter.

3 66. On or about January 11, 2021, Plaintiff pulled his Experian credit report once
4 again to check whether Experian had fixed the inaccurate reporting.

5 67. The Experian report indicated that it had been "updated from [Experian's]
6 processing of [Plaintiff's] dispute in Dec 2020," but Experian was still reporting the Account as
7 "Discharged through Bankruptcy Chapter 7"

8 68. Upon information and belief, Experian did not investigate Plaintiff's dispute and
9 merely forwarded an automated dispute form to GNCU. Rather than perform an investigation
10 based on Plaintiff's dispute, reasonably available public records, and information known by
11 Experian through Plaintiff's reported payment history regarding on the Account, Experian
12 merely parroted information furnished by GNCU despite awareness that the information was
13 factually inaccurate and conflicted with information known by Experian.

14 69. Upon information and belief, GNCU failed to conduct a reasonable investigation
15 after receiving notice of Plaintiff's dispute from Experian, Equifax, and Trans Union, despite
16 possessing all necessary and relevant information to investigate the dispute and to furnish/report
17 accurate information to the CRAs. Consequently, GNCU continued to furnish inaccurate data to
18 Experian, Equifax and Trans Union.

19 70. As a result of Defendants' conduct, Plaintiff has sustained actual damages
20 including but not limited to, harm to Plaintiff's credit score and reputation, embarrassment,
21 anguish, and emotional and mental pain.

1 71. Upon information and belief, had Defendants accurately reported the Account
2 with its accurate payment history, Plaintiff's credit score and credit worthiness would have been
3 better.

4 72. Defendants' conduct exacerbated Plaintiff's frustration during the already
5 stressful post-bankruptcy period by hindering Plaintiff's ability to rebuild his credit.
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7 73. Upon information and belief Plaintiff was denied credit opportunities due to
8 Defendants' inaccurate reporting of the Account.

9 74. Upon information and belief Plaintiff was approved credit opportunities at less
10 favorable terms due to Defendants' inaccurate reporting of the Account.
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12 **COUNT I**
13 **Defendants Experian, Equifax, and Trans Union**
14 **(Violations of the FCRA, 15 U.S.C. § 1681 *et seq*)**

15 75. Plaintiff incorporates by reference all of the above paragraphs of this Complaint
16 as though fully stated herein.

17 76. The FCRA requires credit reporting agencies, like Experian, Equifax, and Trans
18 Union, to "follow reasonable procedures to assure maximum possible accuracy of the
19 information concerning the individual about whom the report relates." 15 U.S.C. § 1681e(b).

20 77. Defendants violated 15 U.S.C. § 1681e(b) by failing to follow reasonable
21 procedures to assure maximum possible accuracy of the information included in Plaintiff's credit
22 file/report, and also by failing to report accurate information when placed on notice that the
23 information Defendants are reporting is inaccurate, and/or otherwise contradicted by information
24 known by Defendants or reasonably available to Defendants.

25 78. Defendants knew or should have known of their obligations under the FCRA,
26 especially pertaining to reporting reaffirmed debts. These obligations are well established by the
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1 plain language of the FCRA, n, well-established case law, and in prior cases involving
2 Defendants from which Defendants are on notice of their unreasonable procedures concerning
3 the reporting of reaffirmed debts during and after bankruptcy.

4
5 79. Upon information and belief, Defendants Experian, Equifax, and Trans Union
6 regularly conduct voluntary public records searches with the intention of including bankruptcy
7 information on the credit reports they sell to other parties.

8 80. Upon information and belief, Defendants Experian, Equifax, and Trans Union
9 voluntarily conducted public records searches and obtained information about Plaintiff's
10 bankruptcy filing and bankruptcy discharge.

11 81. The diligence Defendants exercise in recording consumer bankruptcy filings is
12 not replicated in Defendants' reporting of the effect of bankruptcy proceedings and orders upon
13 certain accounts, including, the status of accounts that are reaffirmed, despite Defendants'
14 knowledge thereof and the reported payment history by tradeline furnishers.

15 82. Consequently, Defendants routinely reports inaccurate, incomplete, outdated, and
16 materially misleading information about Plaintiff, without verifying the accuracy of this
17 information, or updating this information as required by § 1681(e)(b) when Defendants possesses
18 information inconsistent with the reported information, and possesses information establishing
19 that the reported information is in fact inaccurate.

20 83. Defendants therefore negligently and/or willfully violated 15 U.S.C. § 1681e(b)
21 by failing to use reasonable procedures to assure maximum possible accuracy of information
22 pertaining to Plaintiff.
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1 84. Defendants' violations include but are not limited to, violations of 15 U.S.C. §
2 1681e(b) for failing to follow reasonable procedures to assure maximum possible accuracy of the
3 information concerning the individual about whom the report relates.

- 4 i. Failing to reasonably reinvestigate the inaccurate information Plaintiff disputed.
5 ii. Failing to consider all relevant information while investigating Plaintiff's dispute.
6 iii. Failing to include all relevant information when notifying Stearns of Plaintiff's
7 dispute.
8

9 85. Further, the FCRA provides that if the completeness or accuracy of any item of
10 information contained in a consumer's file at a consumer reporting agency is disputed by the
11 consumer and the consumer notifies the agency directly of such dispute, the agency shall conduct
12 a reasonable reinvestigation to determine whether the disputed information is inaccurate, or it
13 must delete the item from the file within thirty (30) days of receiving the consumer's dispute
14 notice. 15 U.S.C. § 1681i(a)(2)(A).
15

16 86. The FCRA further requires the credit reporting agency, within 5 business days of
17 receiving notice of the consumer's dispute, to provide notification of the dispute to the person
18 who furnished the information in dispute and requires the credit reporting agency to "include all
19 relevant information regarding the dispute that the agency received from the consumer." 15
20 U.S.C. §1681i(a)(2)(A). In conducting its reinvestigation of disputed information in a consumer
21 report, the credit-reporting agency is required to "review and consider all relevant information
22 submitted by the consumer."
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24 87. Thus, in addition to violating the FCRA by failing to follow reasonable
25 procedures, Defendants additionally violated the FCRA by failing to perform a reasonable
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1 reinvestigation of the disputed Account even after Plaintiffs notified Defendants of the inaccurate
2 information each reported in Plaintiff's credit file.

3 88. Defendants Experian, Equifax, and Trans Union's violations of 15 U.S.C. § 1681i
4 include, but are not limited to the following:
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6 i. Failing to reasonably reinvestigate the inaccurate information Plaintiff
7 disputed.

8 ii. Failing to consider all relevant information while investigating Plaintiff's
9 dispute.

10 iii. Failing to include all relevant information when notifying Stearns of
11 Plaintiff's dispute.
12

13 89. Defendants' acts, as described above, were done willfully and knowingly.

14 90. As a result of the foregoing violations of the FCRA, Defendants are liable to
15 Plaintiff for actual damages, statutory damages, attorneys' fees and costs.

16 91. The inaccurate reporting of Plaintiff's information has caused Plaintiff to suffer
17 from stress, anxiety, headaches, frustration, and emotional and mental pain and anguish, and a
18 decreased credit score. Moreover, the inaccurate reporting of Plaintiff's Account has deprived
19 Plaintiff of credit opportunities and resulted in less-favorable credit terms.
20

21 92. Instead of reasonably reinvestigating Plaintiff's dispute, Defendant Experian
22 "verified" the tradeline was accurate and continued to report the reaffirmed Account as "included
23 in bankruptcy."

24 93. Instead of reasonably reinvestigating Plaintiff's dispute, Defendant Equifax
25 "verified" the tradeline was accurate and continued to report the reaffirmed Account as "included
26 in bankruptcy."
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1 100. Plaintiff disputed the GNCU tradeline through all three national CRAs:
2 Defendants Experian, Equifax, and Trans Union.

3 101. Thereafter, the credit reporting agencies forwarded Plaintiff's dispute to GNCU,
4 notifying GNCU that Plaintiff was disputing the information it had furnished about the Account.
5

6 102. GNCU received notice of Plaintiff's dispute and failed to reasonably investigate
7 or otherwise take corrective measures despite possessing all relevant knowledge regarding the
8 dispute.

9 103. GNCU continues to furnish inaccurate information about Plaintiff to all three
10 CRAs, even though GNCU possessed all relevant information about the Account and the
11 inaccuracy that Plaintiff disputed.

12 104. The inaccurate GNCU account materially and adversely affects Plaintiff's credit
13 standing.
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15 105. On at least one occasion within the past two years, by example only and without
16 limitations, Defendant GNCU violated 15 U.S.C. § 1681s-2(b)(1)(A) by failing to fully and
17 properly investigate Plaintiff's dispute to Experian, Equifax, and Trans Union.

18 106. GNCU violated sections 15 U.S.C. §§ 1681n and 1681o of the FCRA by engaging
19 in willful and negligent noncompliance of 15 U.S.C. § 1681s-2(a), (b), and engaging in conduct
20 that violates 15 U.S.C. § 1681s-2(a), (b), including:
21

- 22 a. Willfully and negligently failing to conduct an investigation of Plaintiff's dispute,
23 despite possessing knowledge, information, and records to substantiate Plaintiff's
24 dispute;
25 b. Willfully and negligently failing to review all relevant information concerning
26 Plaintiff's dispute;
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- c. Willfully and negligently failing to report the results of investigations to the relevant consumer reporting agencies;
- d. Willfully and negligently failing to report to the CRAs that the disputed information is indeed inaccurate;
- e. Willfully and negligently failing to properly participate, investigate, and comply with the reinvestigations that were conducted by any and all consumer reporting agencies concerning the inaccurate information disputed by Plaintiff;
- f. Willfully and negligently continuing to furnish and disseminate inaccurate credit, account and other information concerning the Plaintiff to the consumer reporting agencies despite actual knowledge of the falsity of the reported information; and
- g. Willfully and negligently failing to comply with the requirements for furnishers of information enumerated in 15 U.S.C. § 1681s-2(b).

107. GNCU unreasonably refused to take corrective measures required by the FCRA to correct and/or update Plaintiff's consumer information furnished to the national consumer reporting agencies.

108. GNCU is a direct and proximate cause, as well as substantial factors in causing damage and harm to Plaintiff.

109. Consequently, GNCU is liable to Plaintiff for the full amount of statutory, actual and punitive damages, as described herein and as allowable by law. Additionally, Plaintiff is entitled to Plaintiff's attorneys' fees and costs, as well as other such relief permitted by 15 U.S.C. § 1681n and § 1681o.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that this Honorable Court enter judgment against Defendant for the following:

- A. Declaratory judgment that Defendants violated the FCRA;
- B. Actual damages pursuant to 15 U.S.C. § 1681n(a)(1) or § 1681o(a)(1);
- C. Statutory damages of \$1,000.00 pursuant to 15 U.S.C. § 1681n(a)(1);
- D. Punitive damages pursuant to 15 U.S.C. § 1681n(a)(2);
- E. Costs and reasonable attorney's fees pursuant to 15 U.S.C. §§ 1681n(a)(3) and 1681o(a)(2);
- F. Awarding Plaintiff any pre-judgment and post-judgment interest as may be allowed under the law; and
- G. Any other relief that this Court deems appropriate.

JURY DEMAND

Pursuant to Federal Rule of Civil Procedure 38, Plaintiff hereby demands a trial by jury of all issues so triable.

Date: February 26, 2021

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